

9735575

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
3009rive.le; RW01

9735575
05/26/2006 12:18 PM #14-00
Book - 9299 Pg - 6631-6633
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: ZJM, DEPUTY - WI 3 P.

Space above for County Recorder's use
PARCEL I.D.# 27-29-377-002

RIGHT-OF-WAY AND EASEMENT GRANT

UT 22165

RIVERTON MEADOWS PARTNERS, LLC, A Utah Limited Liability Company, "Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, "Grantee", its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement (referred to in this Grant as the "Easement") to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (referred to in this Grant collectively as "Facilities") as follows: 7.5 feet on each side of the centerlines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development known as RIVERTON MEADOWS COMMERCIAL SUBDIVISION LOT 2, in the vicinity of 12600 S. Bangarter Hwy., which development is more particularly described as:

Land of Grantor located in the Southwest Quarter of Section 29, Township 3 South, Range 1 West, Salt Lake Base and Meridian;

Lot "2", RIVERTON MEADOWS COMMERCIAL SUBDIVISION, according to the official plat on file with the Salt Lake County Recorder's Office.

TO HAVE AND TO HOLD the same unto its successors and assigns, so long as Grantee shall require with the right of ingress and egress to and from the Easement to maintain, operate, repair, inspect, protect, remove and replace the Facilities. During temporary periods, Grantee may use such portion of the property along and adjacent to the Easement as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor(s) shall have the right to use the surface of the Easement except for the purposes for which this Easement is granted provided such use does not interfere with the Facilities or any other rights granted to Grantee by this Grant.



Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the Easement, nor change the contour thereof, without written consent of Grantee; provided, however, that nothing contained herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping or similar improvements over and across said right-of-way, so long as said improvements do not damage said facilities.

This Grant shall be binding upon the successors and assigns of Grantor(s) and may be assigned in whole or in part by Grantee without further consideration.

It is hereby understood that any person(s) securing this Grant on behalf of Grantee are without authority to make any representations, covenants or agreements not expressed in this Grant.

WITNESS the execution hereof this 25 day of April, 2006.

RIVERTON MEADOWS PARTNERS, LLC

By- THE MERRILL COMPANIES, LLC, Manager

By-

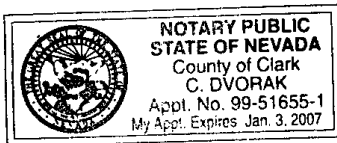

DAVID M. FRANK, Manager

STATE OF Nevada)
COUNTY OF Clark) ss.

On the 25th day of April, 2006, personally appeared before me DAVID M. FRANK who, being duly sworn, did say that he is Manager of THE MERRILL COMPANIES, LLC, MANAGER RIVERTON MEADOWS PARTNERS, LLC, and that the foregoing instrument was signed on behalf of said company by authority of it's Articles of Organization or it's Operating Agreement.



Notary Public



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